

389 Ridge Avenue
Winnetka, Illinois 60093

THIS MORTGAGE IS BEING RERECORDED TO CORRECT THE DATE OF THE ACKNOWLEDGEMENT.

71-85-826 F1

1.1. To secure payment of the LIABILITIES evidenced by the Guaranty and agreements of Mortgagee hereunder, Mortgagee does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagee's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, water, gas, oil, minerals, and easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed

GRANT OF MORTGAGE

WITNESS: Mortgagee has executed a guaranty ("Guaranty") dated the date of this Mortgage guaranteeing payment of \$250,000.00, or the total LIABILITIES (as defined in the Guaranty) of Lynch Miller Moore, Inc. ("Debtor") owing to the Mortgagee, including the Debtor's indebtedness under a certain installment Note ("Installment Note") dated the date of this Mortgage payable to the order of the Mortgagee in the original principal amount of \$100,000.00, plus interest at the per annum rate of one half of one percent (.50%) in excess of the Prime Rate (as defined in the Installment Note), and after DEFAULT or MATURITY (as defined in the Installment Note) at the per annum rate of four and one half percent (4.5%) in excess of the Prime Rate (as defined in the Installment Note), and the Debtor's indebtedness under a certain Demand Note ("Demand Note") payable to Mortgagee in the original principal amount of \$150,000.00 plus interest at the per annum rate of two percent (2%) in excess of the Prime Rate (as defined in the Demand Note) and after the date of any Demand at the per annum rate of six percent (6%) in excess of the Prime Rate (as defined in the Demand Note) and all expenses, including attorneys' fees, court costs relating in any manner to the protection of the Mortgagee's rights and interests hereunder, under the Installment Note, the Demand Note and Guaranty, and the enforcement and collection or attempted enforcement and collection of any of the Debtor's LIABILITIES and Mortgagee's liabilities (as defined in the Guaranty). The Installment Note is payable in monthly principal installments of \$1,666.67, commencing November 23, 1989 and on the same day of each month thereafter with a final installment of all outstanding principal and accrued unpaid interest on November 23, 1994. The Demand Note is payable on Demand. The Installment Note and the Demand Note shall collectively be referred to herein as the "Note".

THIS MORTGAGE is dated as of November 23, 1988, and is made between Michael R. Miller and Krysla Miller, his wife, individuals residing at state banking association ("Mortgagee") located at 1525 East 53rd Street, Chicago, Illinois.

MORTGAGE

HYDE PARK BANK AND TRUST COMPANY

\$23.00

89016358

4 9 9 1 6 3 5 8

90086673

62998006

89016358

a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interest in personal property are specifically excluded from the lien of this Mortgage.

1.2. Further, Mortgagee does hereby pledge, assign, transfer, deliver and grant to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a Default shall occur or an event shall occur which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avails.

1.3. Further, Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

MORTGAGOR COVENANTS AND REPRESENTATIONS

While any of the Liabilities remain outstanding, Mortgagee represents, warrants, covenants and agrees as follows:

2.1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien and any other claims or demands against Mortgagee's title to the Premises; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2.2. Mortgagee shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagee shall, upon written request, furnish to Mortgagee duplicate receipts for such taxes, assessments and charges. To prevent Default (as defined in Section 4.1) hereunder, Mortgagee shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagee may desire to contest prior to such tax, assessment or charge becoming delinquent.

2.3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments

90086673

5581069

UNOFFICIAL COPY

of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation at any time while the Liabilities secured hereby remains unpaid.

2.4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby in such order of application as Mortgagee may elect, and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

2.3. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event, less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. In the event of any loss, Mortgagor shall give immediate notice thereof to Mortgagee and any appropriate insurers. The Mortgagee may make any proof of loss to any insurer, if the Mortgagor falls to immediately make a proof of loss to any such insurer. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

2.6. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, or grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

2.7. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment, then at the office of Mortgagee commencing with the first interest payment pursuant to the Installment Note, and on each and every interest payment thereafter until the Liabilities secured by this Mortgage is fully paid, a sum equal to the last annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises

859016358
859996673

229945673

divided by the number of annual interest payments due hereunder. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the initial disbursement of the installment Note, Mortgagee will also deposit with Mortgagee an amount based upon the taxes and assessments so ascertainable or so estimated by Mortgagee, as the case may be, for taxes and assessments with respect to the Premises on an accrual basis for the period from January 1, immediately following the year for which all taxes and assessments have been fully paid to and including the date of the first installment tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagee shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special). Any excess shall be applied to subsequent deposits for taxes and assessments.

2.8. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Section 2.7 of this Mortgage, Mortgagee will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, divided by the number of annual interest payments due hereunder so that such payments are sufficient to pay the insurance premiums when they become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

2.9. Mortgagee is the sole owner of the Premises free from any lien, encumbrance or claim, except this Mortgage.

2.10. No release of any petroleum, oil, or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "Release of Hazardous Materials") has occurred or is existing on any portion of the Premises, or any other real property in the state in which the Premises is located now or previously owned by Mortgagee. Mortgagee has not received any notice from any governmental agency or from any tenant under a lease or from any other party with respect to any such Release of such Hazardous Materials.

2.11. Mortgagee shall not cause or permit to exist any Release of Hazardous Materials on any portion of the Premises or any other real property in the state in which the Premises is located, owned by Mortgagee or by any person having a legal and beneficial interest in Mortgagee (if Mortgagee is a corporation, trust or other entity). Mortgagee shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a lease or of any portion of the Premises or from any other party with respect to any such Release of Hazardous Materials.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MORTGAGEE RIGHTS

3.1. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

3.2. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

3.3. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

DEFAULT AND RIGHTS ON DEFAULT

4.1. Upon Default, at the sole option of Mortgagee, the Liabilities shall become immediately due and payable, and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as a "DEFAULT" in the Guaranty or the Installment Note, or the failure of debtor on the Installment Note to pay and perform in accordance with the terms and provisions of the Installment Note or the Demand Note, or failure of Mortgagee to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in the Guaranty or this Mortgage, or any instrument, agreement or writing securing any Liabilities to which the Mortgagee and Mortgagee are parties. Any DEFAULT (as defined in the Guaranty or the Installment Note) shall be Default under this Mortgage.

4.2. Upon any Default hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much

85015358

82998005

UNOFFICIAL COPY

83016355

50086673

additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder.

4.3. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and expenses with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note, the Guaranty or any instrument which secures the Note, or the Guaranty after Default (as defined in the Note and Guaranty, respectively), whether or not actually commenced or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

4.4. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute Liabilities secured by this Mortgage additional to that evidenced by the Guaranty, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal) fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

4.5. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the

89916358

30086673

6.2. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

6.1. Mortgagee shall release this Mortgage by a proper release after payment and satisfaction in full of the Note and all Liabilities.

MISCELLANEOUS

3.2. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" when used herein shall also include all persons or parties liable for the Liabilities secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage, including their respective heirs, estates, personal representatives, successors and assigns. Each Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

3.1. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagee hereunder and the LIABILITIES (as defined in the Guaranty). Notwithstanding the foregoing, in no event shall the lien of this Mortgage secure outstanding Liabilities in excess of 200% of the original stated principal amount of the Note and this Mortgage.

DEFINITIONS

4.6. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the Note in case of a forfeiture and deficiency.

UNOFFICIAL COPY

Rogene V. Tubman, Esq.
DeHann & Richter, P.C.
55 West Monroe Street
Suite 1000
Chicago, Illinois 60603
(312) 726-2660

This instrument was prepared by:

89015358

90086673

COOK COUNTY, ILLINOIS

APR 23 10 39

90086673

Property of Cook County Clerk's Office

Krycia Miller

Krycia Miller

Michael R. Miller

Michael R. Miller

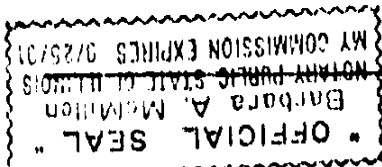
WITNESS the hand _____ and seal _____ of Mortgagor the day and year set forth above.

89015358

UNOFFICIAL COPY

829988005

Property of Cook County Clerk's Office



My Commission Expires

Barbara A. Malin
NOTARY PUBLIC

GIVEN under my hand and notarial seal this 17th day of November, 1988

Barbara A. Malin, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael R. Miller and Krysla Miller, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

COUNTY OF COOK

STATE OF ILLINOIS

8 9 9 1 6 3 5 8

329986673

89016358

89016358

Handwritten signature

Handwritten text

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$20.40
192222 TRAM 1104 01/11/89 16:02:00
11568 R *-89-016358
COOK COUNTY RECORDER

Permanent Index Number: 05-21-127-003-0000
1811 Robin Lane
Glenview, ILLINOIS

Lot 9 in George H. Mayr's Subdivision of the North 264.4 feet in Block 63 West of Railroad in Winnetka, being Pecka Subdivision of the North East 1/4 of Section 20 and the North Fractional Half of Section 21, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Legal Description

EXHIBIT A

8 9 0 1 6 3 5 8

UNOFFICIAL COPY

RETURN RECORDED DOCUMENT TO:
HYDE PARK BANK AND TRUST COMPANY
1525 E. 53RD STREET
CHICAGO, ILLINOIS 60615

BOX 333

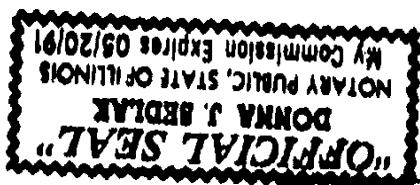


Property of Cook County Clerk's Office

UNOFFICIAL COPY

90086673

Property of Cook County Clerk's Office



My Commission Expires

Donna J. Sedlak
Notary Public

GIVEN under my hand and notarial seal this 8th day of January, 1990.

I, Donna J. Sedlak, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael R. Miller and Kryzia Miller, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

